

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 29	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-C-0525		<b>3. Effective Date</b> 2004JUN04		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-ATBBB CARMEN BOYD (586)574-7572 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> BOYDCA@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000  <b>SCD A PAS NONE ADP PT</b> HQ0337		<b>Code</b> S2305A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> GENERAL PURPOSE VEHICLES LLC 31291 COMCAST DR. UTICA, MI. 48048-2787   TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 1X1H7				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 42040000041C1C02P6546042516 S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Research and Development Contracts			
<b>15G. Total Amount Of Contract</b>						\$1,095,247.80	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	29
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	16		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	20		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	21		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> MICHEAL D. MCHUGH MCHUGHM@TACOM.ARMY.MIL (586)574-6506			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004JUN04	

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SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
<p>(a) Contract Number W56HZV-04-C-0525 is awarded to General Purposes Vehicle LLC of New Haven, MI. The Government accepts your proposal W56HZV-)4-R-0605, EFR01 - Addendum Rev. 2 dated April 19, 2004 in response to Solicitation Number: W56HZV-04-R_0605, signed by Mr. James C. Leblanc Jr, Junior Executive Officer of your company.</p>			
<p>(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:</p>			
<p>Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: GPV Commercial Practices</p>			
<p>Section E, 52.246-4028, INSPECTION POINT: General Purpose Vehicles LLC 31291 Comcast Drive, New Haven, Macomb, MI 48048</p>			
<p>(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the Administrative Contracting Officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<a href="http://contracting.tacom.army.mil/">http://contracting.tacom.army.mil/</a>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.</p>			

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
<p>(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.</p>			
<p>(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.</p>			
<p>(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.</p>			
<p>(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.</p>			
<p>(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a></p>			
<p>(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a></p>			

[End of Clause]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  DATA ITEMS - ENHANCED AIR TECH DEMONSTRATOR  NOUN: CONTRACT DATA ITEMS SECURITY CLASS: Unclassified  Packaging and Marking  Inspection and Acceptance INSPECTION: Destination      ACCEPTANCE: Destination  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR   SIG CD   MARK FOR   TP CD 001                         Y00000                         3 DEL REL CD           QUANTITY           DEL DATE 001                         1                         SEE DD FORM 1423  FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  MARK FOR: SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	1	LO	\$ ** NSP **	\$ ** NSP **
0003	SECURITY CLASS: Unclassified				
0003AA	FMTV-ENHANCED AIR TECHNOLOGY DEMONSTRATOR  NOUN: MILESTONE 1 PRON: J04RD936J0      PRON AMD: 02      ACRN: AA AMS CD: 654604H0700  a. Acquire Long Lead Items b. Initial Design Modifications Solidified c. Large Tooling Modifications Started d. CDR Completed	1	LO		\$ 301,354.69

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      1      15-JUL-2004</p> <p>\$      301,354.69</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>				
0004	SECURITY CLASS: Unclassified				
0004AA	<p><u>FMTV-ENHANCED A1R TECHNOLOGY DEMONSTRATOR</u></p> <p>NOUN: MILESTONE 2 PRON: J04RD936J0      PRON AMD: 02      ACRN: AA AMS CD: 654604H0700</p> <p>a. All Major Parts Ordered; Most Small Parts Ordered b. Major Subassemblies in Assembly</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u> 001      1      30-AUG-2004</p> <p>\$      469,128.02</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	1	LO		\$ 469,128.02

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>FMTV - ENHANCED TECHNOLOGY DEMONSTRATOR</u></p> <p>NOUN: MILESTONE 3 PRON: J04RD936J0 PRON AMD: 02 ACRN: AA AMS CD: 654604H0700</p> <p>a. Travel to AUSA Show - 10/23 thru 10/28/04, b. Transport One AIRTD to Washington DC - AUSA c. Overpack Vehicle Operations Manual d. Set Up Display Area e. Perform Vehicle Demonstration - AUSA Show f. Dismantle Display Area g. Return Vehicle to GPV for Refurbishment</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 31-OCT-2004</p> <p>\$ 292,707.17</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	1	LO		\$ 292,707.17
0006	SECURITY CLASS: Unclassified				
0006AA	<p><u>FMTV-ENHANCED A1R TECHNOLOGY DEMONSTRATOR</u></p> <p>NOUN: FMTV-ENHANCED A1R TECH DEMO PRON: J04RD936J0 PRON AMD: 02 ACRN: AA AMS CD: 654604H0700</p> <p>MILESTONE 4 - VEHICLE ACCEPTANCE</p>	1	EA		\$ 32,057.92

Name of Offeror or Contractor: GENERAL PURPOSE VEHICLES LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>a. Refurbish AlR Technology Demonstrator</p> <p>b. Submit Final Pro/E TV Modeling Files</p> <p>c. Submit Final Report</p> <p>The Refurbished AlR Technology Demonstrator shall be presented to the Government for acceptance at the Contractor's facility.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>20-DEC-2004</td></tr></table> <p>\$      32,057.92</p> <p>FOB POINT: ORIGIN</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	20-DEC-2004				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	20-DEC-2004												

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 10 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 7 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

SCOPE OF WORK

C.1 Conformance with Specifications Drawings and Requirements:

C.1.1 The vehicle demonstrator required to be delivered under this contract shall be fabricated in accordance with the FMTV A1R Demonstrator Purchase Description provided as contract Attachment 1, hereafter referred to as the performance specification. The vehicle demonstrator and associated supplies/services shall conform in all respects with the performance specification. The Contractor assumes full design and specification compliance responsibility, and shall, at no additional cost, demonstrate to the Governments satisfaction, that their design configuration meets the requirements of the performance specification, unless otherwise authorized by the Government. The Contractor will use his own configuration control/management system as appropriate.

C.1.2 Objective

C.1.2.1 The Governments goal is to combine multiple research and development projects into a single platform that is survivable, highly mobile, mission efficient and safe for the troops to operate.

C.1.2.2 The objective of this demonstration platform is to design and fabricate a vehicle demonstrator that represents the next generation medium tactical truck system. This demonstrator will feature Objective Force requirements for Future Combat System (FCS) support. The Government intends to display the platform at the October 25-27 2004 AUSA show being held in Washington D.C.

C.1.2.3 The vehicle demonstrator, a Class 6/7 6x6 cargo truck with Material Handling Equipment (MHE) and a tag axle, will include frame rail construction, an enhanced ballistic/mine blast protected cab, signature suppression technology, a hybrid drive train capability with significantly reduced maintenance/replacement capability, disk brake/all wheel steer independent suspension, expanded fording/trench crossing capability, improved and relocated MHE, and a light-weight tilt/roller bed for direct C-130 463L pallet removal, supporting two 463L pallets with a total gross weight of 20,000 pounds.

C.1.3 FMTV A1R Baseline Configuration

The FMTV A1R vehicle is the baseline for this effort. The FMTV A1R Performance Specification, dated 20 Feb 03 is provided as a reference (Attachment 2). An FMTV A1R prototype vehicle shall be provided as Government Furnished Property as a point of reference.

C.2 Period of Performance:

The period of performance for this effort shall be 200 days.

C.3 Quality Policy:

The contractor shall have a documented quality program that as a minimum meets the requirements of ISO 9001-2000, or equivalent. All work to be performed within the scope of this SOW shall be conducted by qualified personnel in accordance with an approved Quality Control Plan (QCP).

Program Analysis: The contractor shall conduct internal audits at planned intervals to determine conformance to the documented quality program plan. In addition, the Government reserves the right to conduct inventory and product and process audits of the contractors quality system to ensure it is effectively implemented and maintained.

C.3.1 Quality Planning: For the purpose of this Technology Demonstrator project the contractor shall develop and document a control

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plan that defines:

1. Inspections to be performed at various stages of product realization and end item inspection
2. Quality objectives to be obtained
3. Process charts that describe the process flow
4. Inspection and test activities specific to the Technology Demonstrator Project
5. Criteria for product acceptance
6. Documented work instructions that detail specific tasks including, but not limited to:
  - a. Specifications and standards that directly effect product quality
  - b. Painting
  - c. Welding
  - d. Training
  - e. Control of non-conforming product
  - f. Unique customer requirements

C.3.2 Quality Records: The contractor shall establish and maintain records that are legible and identifiable to the Technology Demonstrator project. Such records shall be filed and indexed in a logical fashion that will allow for easy and timely retrieval. QA records may include but not limited to:

- |                                    |                              |
|------------------------------------|------------------------------|
| - Quality work plans and revisions | - Qualification and training |
| - Analysis records                 | - Software records           |
| - Review documentation             | - Inspection documentation   |
| - Final deliverable reports        | - Results of internal audits |

All records of inspection, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of 2 years after contract close out. These records shall be made available to the Government upon request. In addition, where product or process deficiencies have occurred, the contractors records shall provide documentation that fully describes the root cause of deficiencies and corrective actions taken.

C.3.3 Identification and Resolution of Conditions Adverse to Quality: A condition adverse to quality shall be identified when a requirement of the control plan is not met or when workmanship is considered suspect. Such conditions shall be documented and reported in accordance to the contractors approved deficiency reporting system. The contractors Lead Quality Assurance representative shall determine if the adverse condition is significant enough to initiate a stop work order. If a stop work order is initiated the Lead QA representative will notify the contractors Project Leader and appropriate Government Quality Assurance Representative. A significant condition is one that if left uncorrected could have a serious effect on mission capability or public safety. For all conditions that are adverse to quality, including significant conditions, the contractors Project Leader shall ensure that a team is assembled to perform an investigation to determine the extent and impact of the condition, take appropriate remedial action, determine root cause and take action to prevent recurrence of the condition. The contractors QA Lead shall notify the Government QA representative who shall either concur or non-concur with the proposed short term and long term corrective action. Corrective actions shall be closed in a timely manner, not to exceed 30days and verified by the designated Government QA representative.

C.3.4 Welding: The contractor and or supplier may utilize their current documented welding program. As a minimum the contractor and or supplier must provide, the name of the welding process to be utilized, the quality requirements used for managing all aspects of the welding process, a clear definition of the weld inspection criteria, including depth of inspections and all other documentation pertinent for controlling the welding program. The contractor shall also identify the guide lines utilized for qualifying welding processes and personnel. The contractor shall submit this information for Government review and approval prior to performing welding operations on the Technology Demonstrator.

C.3.5 Welding Inspection: For the purpose of this SOW, weld quality and workmanship shall be verified by qualified personnel trained to perform weld inspections. Acceptable training may be based on:

- a. Current or previous certification as an AWS Certified Welding Inspector
- b. Current or previous qualification by the Canadian Welding Bureau (CWB)
- c. An engineer or technician who has formal training or experience in, metal fabrication, inspection and testing, and is competent in the use of weld inspection techniques/equipment

C.3.5.1 Weld Acceptance: Visual inspection and acceptance for non-ballistic applications shall be performed in accordance to the following weld codes:

- a. AWS D.1.1 Structural Welding Code, Steel
- b. AWS D.1.2 Structural Welding Code, Aluminum

C.3.6 Surface Treatment and Finish Requirements: All exterior and interior painting operations shall be IAW MIL-C-53072 or as an



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option TACOM drawing 19207-12420325. In addition, the contractor shall develop a finishing procedure that describes the methods used for cleaning, pretreatment and top-coating the Technology Demonstrator for Government review.

C.3.6.1 The contractor shall assure all paint inspections are documented and comply with the Quality Assurance Requirements in section 4 of MIL-C-53072.

C.3.7 Final Inspection: The contractor is responsible for performing all inspections as specified in the control plan. The Technology Demonstrator shall be subjected to a complete final inspection by the contractor utilizing the existing Government approved A1 Final Inspection Record (FIR, Atch 3). The Contractor shall tailor the FIR, where appropriate, to conform to the purchase description. The Government, at its option, may elect to witness and or participate in the contractors final inspection.

C.3.7.1 Deficiencies: All deficiencies disclosed during the final inspection and shakedown test shall be documented on the contractors deficiency sheet and included as part of the FIR prior to offering the vehicle for Government Acceptance. The contractor shall also provide failure analysis and the corrective action taken to eliminate the root cause of noted deficiencies.

C.3.8 Basic Operational Test:  
A basic operation test shall be conducted after completion of fabrication, and before presentation to the Government. The contractor shall demonstrate that the vehicle is capable of basic operation before delivery to the AUSA show. Basic operation is defined as the ability to start, capability of gears to shift and capability of braking system to stop the vehicle. The Contractor shall provide a Certificate of Conformance (COC). The COC shall be a guarantee signed by the Contractor that the vehicle meets the requirements as stated in the performance specification.

C.4 System Safety:

C.4.1 The Contractor shall have a system safety program in place. The contractor shall implement safety-engineering principles in all system design activities performed under this contract. Changes to the vehicle shall not degrade existing safety related design features. System design and operational procedures developed by the contractor shall consider, but not be limited to the following:

1. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operation and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
2. Eliminating or reducing significant hazards by appropriate design or material selection.
3. Controlling or minimizing hazards to personnel that cannot be avoided or eliminated.
4. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall be either enclosed or guarded. Protective devices shall not impair operational functions.
5. Assuring suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repair, and distinct markings placed on hazardous components of equipment.
6. Insuring that safety is considered for both operational and maintenance phases of the system.
7. Assuring the system meets current Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR) as specified in the performance specification.

C.4.2 Safety Assessment Report (SAR). The contractor shall provide a safety assessment report to the Government at the completion of the shake down test. The contractor shall warrant that the vehicle is safe to operate and the contractor shall identify any potential risks associated with the operation of the vehicle. These results shall be prepared in contractor format (IAW CDRL A001) and provided to the Government 15 days prior to shipment of the demonstrator to the Government.

C.5 Integrated Logistics Support:

- The Contractor shall consider the following in his design
- a. Quantities and levels of military occupational specialties (MOSs) for operation and maintenance
  - b. Safety
  - c. Human Factors Engineering
  - d. Training/training package, including training devices
  - e. Equipment publications (e.g. technical manuals)
  - f. Spare/repair parts allocations
  - g. Parts commonality/standardization/interoperability
  - h. Basis Issue Items list

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- i. List and quantity of expendable supplies
- j. Use of ground support equipment/test program sets/TMDE/special common tools/interactive electronic technical manuals (IETM's)
- k. Reliability/maintainability effects
  - l. Transportability
- m. Packaging/handling/storage needs
- n. Warranty Provisions

C.6 AUSA Show - October 25-27, 2004 :

C.6.1. 1 In preparation for display of the A2 demonstrator vehicle at the October 25-27, 2004 AUSA show in Washington D.C in October 04, the Contractor shall:

C.6.1.2 Clean up and package the truck, together with support equipment for shipment and deliver the vehicle to the Washington D.C. event site for set-up at least 5 days prior to commencement of the event.

C.6.1.3 Create a static display of charts consisting of four charts approximately 2 feet X 3 feet, mounted on easels. The contractor shall provide single-page brochures 8 1/2 x 11" that features a photograph of the vehicle and setting forth the performance specifications of the vehicle components.

C.6.1.4 The Contractor shall provide two representatives to set-up the display and support the vehicle display at the show. At the conclusion of the show the contractor shall arrange for shipment of the vehicle back to the contractors facility. Disposition instructions will be provided at that time.

C.7 Modeling and Simulation:

The Contractor shall model/document the demonstrator using PRO/E TV-Modeling-Std-100T Rev D dated 20 Dec 03, provided as contract Attachment 004; and PRO/E Drawing and Modeling Best Practices (Working Copy), dated 3 Mar 03, provided as contract Attachment 005. The Government will assist the contractor in the operation/maintenance of the PRO/E software by providing a technical point of contact to answer specific questions as they arise. The PRO/E models shall be delivered into the TACOM Intralink System.

C.8 Reports/Deliverables:

The contractor shall prepare technical data and reports to the Government in accordance with the Contract Data Requirements List (CDRL) Exhibit A, or as described in the text of this contract, in contractor format. Contractor format is defined as a style best suited to prepare a document which is clearly written, describes accomplishments, complies with contract requirements, accurately details technical issues, defines risks/problems, gives recommendations for problem resolution and program improvement, summarizes all program issues, provides all relevant program facts adequately and with no technical errors. Deliverables shall be furnished to the Government in electronic format whenever possible. Acceptable software is the latest version of the Windows operating system and Microsoft Office applications (MS, Word, Access and PowerPoint).

C.8.2 Monthly Cost and Status Reports: The contractor shall submit monthly status reports IAW CDRL A002. Status reports shall contain the following:

- a. Cover sheet with contractor name and address, contract number, date of report, and periods covered.
- b. Description of progress made.
- c. Problem areas affecting technical design, installation or scheduling
- d. Contract scheduling status and plans for activity during the following reporting period.
- e. Cost report stating, as a minimum, dollars expended to date, remaining funds and projections for the upcoming month.

C.8.3 Final report: A final report, in contractor format, shall be submitted IAW CDRL A003 to the Government 200 days after contract award. The report shall include a brief summary of contract activity, describe the system installation and provide details of any problems encountered, as well as the resolution of those issues.

C.9 Meetings:

C.9.1 Start of Work Meeting The contractor shall plan and conduct a Start of Work meeting. The meeting shall be held at the contractors facility within 10 days after contract award. At the meeting the contractor shall present his project plan for accomplishing the contract requirements. A start of work summary, recommendations and required action items status/resolution shall be provided for this meeting in the first monthly status report.

C.9.2 Informal Status Meetings: Due to the short time line of the project, the contractor shall host a maximum of 12 informal meetings, as required, for purposes of brainstorming, problem identification and resolution, and program status updates.

C.10 Hardware Deliverable:

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C.10.1 One 6x6 with Tag Axle Demonstrator: The contractor shall deliver to the Government a frame rail based 6x6 demonstrator truck with tag axle, comprised of new components, 200 days after award.

C.10.1.1 The contractor shall provide a manual detailing any and all instructions pertaining to the operation and maintenance of the demonstrator truck IAW CDRL A004. A hard copy of the manual shall be over-packed in vehicle before shipment.

C.10.2 Software. The contractor shall deliver to the Government the PRO/E modeling files of the entire vehicle, to include details of the all-wheel steer and suspension systems, the crane, armored cab and the slide back bed IAW CDRL A005. A short summary shall be provided with the PRO/E files, in contractor format, detailing any required instructions for the use of the data files. The software shall be delivered to the Government 60 days after conclusion of the 2004 AUSA show.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1252.211-7003ITEM IDENTIFICATION AND VALUATIONJAN/2004

[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1(ii)), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid>.

- (a) Definitions. As used in this clause--
- "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
- "Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/uid\\_](http://www.acq.osd.mil/uid_).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

- (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: N/A

Item Description: N/A

- (iii) Subassemblies, components, and parts embedded within items as specified in 0001AA.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

- (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier\*\*, consisting of--
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.  
 \*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--
  - (i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

\_\_\_\_(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
	(TACOM)		

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

- (b) HOW TO SUBMIT A TEST-DELETION REQUEST.
  - (1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.
  - (2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

- (3) ALL REQUESTS MUST -
  - identify the test(s) you want deleted;
  - state the basis for your request;
  - include a list of configuration changes made;
  - demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
  - include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
  - include proposed amount of equitable adjustment, if you make your request after award.

- (c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.
- (d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-5	52.246-4027 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as ISO 9001, or (ii) military, or (iii) commercial, or (iv) national quality standards. (NOTE, however, that quality systems conforming to ISO 9002 or MIL-I-45208 or comparable are NOT acceptable for this contract.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [ ] ISO 9001
- [ ] QS 9000
- [ ] ANSI/ASQ Q9001
- [X] Other, specifically: GPV Commercial Practices\_\_\_\_\_

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or



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international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-6	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:					
	(Name)	General Purpose Vehicles LLC			
		31291 Comcast Drive, New Haven, Macomb, Mi 48048			
	(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANT:					
	(Name)				
	(Address)	(City)	(County)	(State)	(Zip)

[End of Clause]

E-7	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-7	52.247-4005	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
	(TACOM)		

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F.1 PERIOD OF PERFORMANCE

F.1.1 The period of performance is established as follows:

EVENT	DATE
Start of Work Meeting	06-10-2004
Order Long Lead Items	06-10-2004

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PDR	06-24-2004
CDR	07-15-2004
Begin Assembly	08-09-2004
Major Subassemblies in assembly	10-14-2004
Begin Testing	10-11-2004
Complete Testing	10-18-2004
Deliver vehicle to AUSA	10-21-2004
Return vehicle to GPV	10-30-2004
Refurbish Vehicle	11-30-2004
Complete PRO/E Models	12-20-2004
Deliver Final Report	12-20-2004
Deliver AIR Technology Demonstrator	12-20-2004

Contract Data Items	IAW Form DD Form 1423
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\*\*\* END OF NARRATIVE F 001 \*\*\*

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0003AA	J04RD936J0 654604H0700	AA	2	21 42040000041C1C02P6546042516 S20113	4SMTRD	W56HZV \$	301,354.69
0004AA	J04RD936J0 654604H0700	AA	2	21 42040000041C1C02P6546042516 S20113	4SMTRD	W56HZV \$	469,128.02
0005AA	J04RD936J0 654604H0700	AA	2	21 42040000041C1C02P6546042516 S20113	4SMTRD	W56HZV \$	292,707.17
0006AA	J04RD936J0 654604H0700	AA	2	21 42040000041C1C02P6546042516 S20113	4SMTRD	W56HZV \$	32,057.92
						TOTAL \$	1,095,247.80

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42040000041C1C02P6546042516 S20113	W56HZV	\$ 1,095,247.80
				TOTAL \$ 1,095,247.80

Regulatory Cite	Title	Date
G-1 52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]  
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.225-7021	TRADE AGREEMENTS	JAN/2004
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	APR/2004

\* "Microsft 97" below should read "Microsoft 2002"

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
 Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
 Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
 Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

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(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.  
[End of Clause]

H-16	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

(d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:

- (1) Our first preference is for you to send the letter to the DD250 mailbox at [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil) AND the Contract Specialist's email (located on the first page of your contract in block 5).
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

**H.1 Government Furnished Property/Equipment/Information**

H.1.1 Pursuant to the Government Property Clause in Section I of the contract, the Government shall furnish the following Government property, equipment and/or information under this contract, FOB: Contractor's facility, for use in the performance of this contract: One (1) FMTV M1083 5T Cargo Truck, S/N BT013497EFLJ. Delivery Date: 7 Jun 04

H.1.2 In addition to the Government Furnished Property described above, the Government reserves the right to furnish to the Contractor other items of Government property or increase the quantity of property specified. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to such additional property.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-31	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-32	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-35	52.232-25	PROMPT PAYMENT	OCT/2003
I-36	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-37	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-41	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-44	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-45	52.245-1	PROPERTY RECORDS	APR/1984
I-46	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	JUN/2003
I-47	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-48	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997

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	Regulatory Cite	Title	Date
I-49	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-50	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-51	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-54	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-57	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-58	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-59	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-60	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-61	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-63	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-64	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-65	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-66	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-67	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-68	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-69	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-70	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-71	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-72	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-73	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-74	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-75	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-76	52.232-32	PERFORMANCE BASED PAYMENTS	FEB/2002

10(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.



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- (d) Liquidation of performance-based payments.
- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.
- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Title.
- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

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- (j) Special terms regarding default. If this contract is terminated under the Default clause,
- (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
  - (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights.
- (1) No payment or vesting of title under this clause shall --
    - (i) Excuse the Contractor from performance of obligations under this contract; or
    - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause --
    - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
    - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:
- I certify to the best of my knowledge and belief that --
- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
  - (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
  - (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
  - (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
  - (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.
- (End of Clause)

I-77                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-78                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      APR/2003

(a) Definitions. As used in this clause--

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

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(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-79                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-80                      252.204-7004                      ALTERNATE A                      NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0525 <b>MOD/AMD</b>	<b>Page 28 of 29</b>
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"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-81                    252.225-7015            PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-82                    52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                    JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	13-FEB-2004	003	EMAIL
Attachment 001	SYSTEMS SPEC 6X6 W/TAG AXLE MED TAC TRUCK	13-FEB-2004	027	EMAIL
Attachment 002	SYSTEMS SPEC ATPD 2131C, FMTV-A1	03-FEB-2003	177	EMAIL
Attachment 003	FINAL INSPECTION RECORD - FMTV A1 MODELS, REV A	03-OCT-2002	087	EMAIL
Attachment 004	TV-MODELING-STD-100T REV. D	20-DEC-2003	014	EMAIL
Attachment 005	PRO/E DRAWING AND MODELING BEST PRACTICES	03-MAR-2003	037	EMAIL